

**VENDOR TERMS OF AGREEMENT
FOR BOOTH SPACE RESERVATION (Please retain for your reference)**

**OCTOBER 20 & 21, 2006 – FALL FESTIVAL & BBQ IN LA
FESTIVAL**

HOURS OF OPERATION:

5:00 p.m. to 10:00 p.m. on Friday

9:00 a.m. to 10:00 p.m. on Saturday

- A. EVENT TIME FRAME: All must be set up on the event day/time as so indicated on the application/contract form. Dismantling or depletion of Vendor booths in any way shall not take place before the indicated day/time without advance approval of the Festival Board.
- B. COMPLETION OF RESERVATION AGREEMENT FORM: The Booth Space Reservation Agreement form must be completed in full and must include a check for the booth rental fee and electric charges (if required), and any other documents requested. Application for space and its acceptance constitutes a contract to use the space assigned. The Board retains the privilege to change assigned locations for unavoidable reasons. Each exhibitor acknowledges his agreement to these rules and regulations by payment of exhibit space fee and signature on the registration application. Upon acceptance of the application, the Vendor will be informed either by phone, letter, or e-mail. Please make check payable to City of Lowell. Please mail to City of Lowell, Attention: Special Events Coordinator, P.O. Box 979, Lowell, AR 72745.
- C. VENDOR BOOTH SPACE SIZE AND CONSTRUCTION: All installations constructed by the Vendor must fit within an area of approximately 12 X 12 feet wide unless otherwise noted on application form, and shall be subject to approval of the Festival Board. Vendors will supply all items needed to construct and operate their area (tents, extension cords, tables, ladders, rope, signage, etc.). Additional space will require an additional fee. Canopies must be staked to the ground. Only one Vehicle or Trailer is allowed.
- D. VENDOR SET UP: Unless advance, written consent has been granted through the Festival Board, Vendors may begin setting up their booth at 12:00 p.m. Thursday, October 19, 2006, and must be completely ready for operation by 12:00 p.m. Friday. Vendors will have all vehicles removed from the Festival area by 12:00 p.m. on Friday. No vehicles will be allowed in the Festival area until 9:00 p.m. Saturday (Vehicles allowed on approved basis only). The Vendor's complete cooperation with the Committee and Volunteers on this point is expected.
- E. RAIN OUT POLICY: In the event of inclement weather, the Festival Board will assess the situation and determine if it is necessary to close down booths at the festival and call rain-out. Vendors will be informed if this is the case by staff. No refunds will be made due to weather conditions.

- F. VENDOR PARKING: Due to limited space available in the downtown area of Lowell, there are no special provisions for Vendor vehicles or RV parking. Vendors will also not be allowed to stay on the premises at night; therefore, the Vendor must make offsite-sleeping arrangements.
- G. SECURITY: A security guard will be on duty Friday night beginning at 10:00 pm until 9:00 am Saturday morning. The guard is expected to be a deterrent to vandalism and theft; however, the Festival Board assumes no liability for any asserted losses. Vendor equipment and merchandise may remain on site overnight at your own risk.
- H. VENDOR TEAR-DOWN: Vendors will remove all trash, property and all structures placed on the space by 12 noon Sunday morning, October 22, 2006 and will surrender their space in the same condition, except for the natural wear and tear and damage resulting from this contract, as at the beginning thereof.
- I. ELECTRICITY: Vendors will not use any more electricity than that which is indicated on this application/contract and approved by the Festival Board. (Please, no last minute coffee pots!) *No electrical generators will be allowed without advance written consent of the Festival Board.*
- J. WATER: The Festival has water available to all participants. There are no direct hook-ups available without advance written consent from the Festival Board. Vendors must supply their own method of water transportation as needed.
- K. ICE: As a service to Vendors, the Festival Committee will sell and deliver Ice to all Vendors upon request from a central location within the Festival site.
- L. TRASH REMOVAL: All trash generated by Vendors must be disposed of in a timely manner in the dumpsters provided throughout the day and before leaving the site each day. Vendors are not permitted to use the lined trash boxes located within the festival area.
- M. NON-TRANSFER OF SPACE: Vendors may not transfer or sublet their space or any part thereof to permit the same to be used by any other person without the prior written consent of the Festival Board.
- N. ACCESS: The Festival Board/Volunteers shall have full access to the space covered by this contract at all times during the festival.

- O. LIABILITY: Vendors will indemnify and hold the Festival and City of Lowell harmless from all costs, losses, damages, or expenses including litigation and attorney's fees, resulting from any loss, injury or damage, real or asserted, to any person or property, arising out of any act or omission of Vendor, their employees, agents or other representatives. The Festival Board and the City of Lowell, volunteers, or members, shall not be held responsible for any loss or damage due to theft, fire, accident or other causes, but will use reasonable care to protect the Vendor from such loss.
- P. CONTRACT TERMINATION: The Festival Board expressly reserves the right to terminate the reservation/agreement granted hereunder at any time without liability upon the refund of the fee paid herewith. No refunds, regardless of weather, will be made.
- Q. COMPLIANCE WITH TERMS OF CONTRACT: Vendors, their representative, agents and employees will comply with all general rules and regulations prescribed by the Festival Board. The Vendor certifies that this information will be properly and completely communicated to its associates to ensure complete compliance.
- R. RIGHT OF REFUSAL: The Festival Board reserves the exclusive and discretionary right to decline applications for Vendor space reservations in general and in these instances in particular: failure to meet deadline for application, failure to provide a photo of Vendor booth, space or electrical power limitations, duplication of sale items or deviation from the Festival purpose or desired image. Again, the Festival is a family oriented event and the sale of any kind of harmful or offensive materials are prohibited. The decision of the Festival is final.
- S. SALES TAX: All For-Profit Vendors at Festival must collect Arkansas/Benton County/City of Lowell (9%) sales tax on taxable sales regardless of whether or not they have a sales permit. Vendor is responsible for remitting all collection to DF & A within 30 days from the end of the event.
- T. NO OPEN FLAMES: No grills, no gasoline, no combustible materials or liquids.
- U. VENDOR SPACE: Cost is \$40.00 for a space 12X12 feet – one vehicle (car or trailer).
- V. SHARING A BOOTH: If two separate exhibitors are sharing a booth, each person must complete an application. (There is a \$10.00 additional fee for booth space shared by separate exhibitors.) Shared spaces must submit applications mailed in stapled together (excluding husband and wife).
- W. COMMISSIONS: 10% Commission (Food Vendors only) must be turned in at the end of event. Sales are monitored through out the festival and any exhibitor not paying true commission on gross daily sales will not be permitted in future festivals. (Food Vendors only)